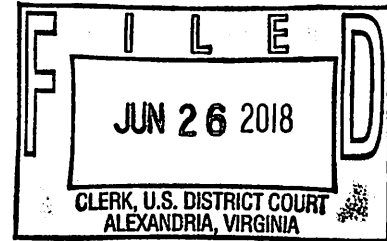


1 Gordon Forster Lawson
2 10 W. Marvin Avenue
3 Linwood, NJ, 08211
4 609-517-5800
5 gordon@gordonlawson.com
6 Plaintiff



7
8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF VIRGINIA**

Alexandria Division

10
11
12 -----X
13 GORDON FORSTER LAWSON,

14 Plaintiff,

Case No.: 1-18-cv-640

15 vs.

JURY TRIAL YES

16 MERSCORP HOLDINGS, INC.; MORTGAGE
17 ELECTRONIC REGISTRATION SYSTEMS, INC.;
18 DEUTSCHE BANK AKTIENGESELLSCHAFT;
19 DEUTSCH BANK NATIONAL TRUST
20 COMPANY (as Trustee); IMPAC FUND-
21 ING CORPORATION; IMPAC SECURED
22 ASSETS CORPORATION, MORTGAGE
23 PASS-THROUGH CERTIFICATES,
24 SERIES 2006-4; BANK OF AMERICA,
25 N.A. (manager of BAC GP, LLC.) & BAC
26 HOME LOANS, LP.; KIMBERLY
27 DAWSON AND KERI SELMAN c/o BANK
28 OF AMERICA, N.A. OF BAC GP, LLC. &

**AMENDED
COMPLAINT**

1 BAC HOME LOANS SERVICING, LP.;
2 STERN LAVINTHAL & FRANKENBERG, LLC.
3 f/k/a STERN, LAVINTHAL, FRANKENBERG &
4 NORGAARD, LLC., FRENKEL LAMBERT
5 WEISS WEISMAN & GORDON, LLP.,
6 Defendants.

7 -----X

8
9 **The Parties in the Complaint**

- 10
11 A. **Plaintiff:** Gordon Forster Lawson, residing at 10 W. Marvin Avenue, Linwood,
12 New Jersey, 08211, Atlantic County, 609-517-5800
13 B. **Defendant 1:** MERSCORP Holdings, Inc., 1818 Library Street, Suite 300,
14 Reston, Virginia, 20190, Fairfax County, 800-646-6377
15 C. **Defendant 2:** Mortgage Electronic Registration System, Inc., 1818 Library
16 Street, Suite 300, Reston, Virginia, 20190, Fairfax County, 888-679-6377
17 D. **Defendant 3:** Deutsche Bank Aktiengesellschaft (Corporate Headquarters),
18 Taunusanlage 12, Frankfurt, Germany, 60325, 011-49-69910-00
19 E. **Defendant 4:** Deutsche Bank National Trust Company, 1761 East Saint Andrew
20 Place, Santa Ana, California, Orange County, 92705, 714-247-6000
21 F. **Defendant 5:** IMPAC Funding Corporation, 19500 Jamboree Road, Irvine,
22 California, 92612, Orange County, 800-597-4101
23 G. **Defendant 6:** IMPAC Secured Assets Corporation, Mortgage Pass-Through
24 Certificates, Series 2006-4, 1401 Dove Street, Suite 200, Newport Beach,
25 California, 92660, Orange County, 949-475-3700
26
27
28

- 1 **H. Defendant 7:** Bank of America, N.A. (manager of BAC GP, LLC.) and BAC
 2 Home Loans Servicing, LP., 100 North Tryon Street, Charlotte, North Carolina,
 3 28202, Mecklenburg County, 980-335-3561
- 4 **I. Defendant 8:** Kimberly Dawson (robo signer) c/o Bank of America, N.A.
 5 (manager of BAC GP, LLC.) and BAC Home Loans Servicing, LP., 100 North
 6 Tryon Street, Charlotte, North Carolina, 28202, Mecklenburg County, 980-335-
 7 3561
- 8 **J. Defendant 9:** Keri Selman (robo signer) c/o Bank of America, N.A. (manager
 9 of BAC GP, LLC.) and BAC Home Loans Servicing, LP., 100 North Tryon
 10 Street, Charlotte, North Carolina, 28202, Mecklenburg County, 980-335-3561
- 11 **K. Defendant 10:** Stern Lavinthal & Frankenberg, LLC. formerly known as (f/k/a)
 12 Stern Lavinthal Frankenberg & Norgaard, LLC., 105 Eisenhower Parkway,
 13 Suite 302, Roseland, New Jersey, 07068, Essex County, 973-797-1100
- 14 **L. Defendant 11:** Frenkel Lambert Weiss Weisman & Gordon, LLP., 80 Main
 15 Street, Suite 460, West Orange, New Jersey, 07052 Essex County, 973-325-
 16 8800

17
18
19 **Jurisdiction and Venue**

- 20
21 1. The basis of this suit is referenced in 28 U.S.C. paragraph 1332 and 1331, in
 22 which one citizens of one state is suing citizens of various states. This suit is not a
 23 Removal Action. Moreover, this matter is a Federal Question Case, 28 U.S.C.
 24 paragraph 1331 and under the Statute of the False Claims Act, 31 U.S.C.
 25 paragraph 3729 because Deutsche Bank National Trust Company as trustee under
 26 the Pooling and Servicing Agreement relating to IMPAC Secured Assets
 27 Corporation and its trust Mortgage Pass-Through Certificates, Series 2006-4 failed
 28 to verify, supervise or control the operations of the Depositor, Servicer and

1 further, prevent the deposit of an asset that does not qualify the criteria of Rule 2.1
2 of the PSA, failed also in giving correct true statements to the Internal Revenue
3 Services (IRS), regarding the defective asset in the account or on hold within the
4 trust for more than 10 years without paying any taxes to the US Government.

- 5 2. Furthermore, employees, signers and notaries in big scale violated Title 18 U.S.C.
6 Chapter 25, 18 U.S.C. paragraph 473, because of the unauthorized execution and
7 signatures of transfer and other instruments. In this matter the Assignment
8 Instrument is Null and Void ab initio because the two signers specifically Ms.
9 Kimberly Dawson had no authority to sign instruments for MERS, Inc. or
10 MERSCORP Holdings, Inc. The Individuals under Bank of America, N.A.
11 supervision maintained a "Document Factory", where they signed or executed
12 without verifications or personal knowledge monthly 8000 + instruments (robo
13 signing). Moreover, Ms. Kimberly Dawson knew or must have known that she
14 was not named on or about February 26, 2009 on the MERS Corporate Resolution
15 and therefore, had no "Power of Attorney" from MERS, Inc. and MERSCORP
16 Holdings, Inc. to sign and execute documents.
- 17 3. Venue is appropriate in this judicial district, pursuant to 28 U.S.C. paragraph
18 1391, because this court has personal jurisdiction over Defendants and by reason
19 of the fact that, among other things, this is a judicial district in which the
20 Defendant MERSCORP Holdings, Inc. and Mortgage Electronic Registration
21 Systems, Inc. (MERS) resides and had the corporate obligations to properly
22 supervise their employees, members, officers of MERS of the executions of
23 documents.
- 24 4. Additionally, Defendants violated state as well as federal laws as noted in the
25 Truth and Lending Act (TILA) paragraph 1638 (a) by overcharging plaintiff for
26 title insurance and failing to include the overcharge on their HUD-1 Disclosure
27 Statements "finance charge", thereby entitling plaintiff to statutory recoupment of
28

1 damages and cost pursuant to 15 U.S.C. paragraph 1640. Furthermore,
 2 Defendant's Loan Disclosure violations extended to abuse of the, Gramm-Leach
 3 Billy Act, which is specifically designed to protect personal financial information
 4 and prevent identity theft, adding their deceptive practices. Additional violations
 5 of the Truth-In-Lending Act (TILA) 1968. This Statute is contained in Title I of
 6 the Consumer Credit Protection Act, as amended pursuant to 15 U.S.C. paragraph
 7 1601 et seq. The regulations implementing the statute, which are known as
 8 "Regulation Z", are codified at 12 C.F.R. Part 226; Home Ownership and Equity
 9 Protection Act (HOEPA) of 1994 which addresses deceptive and unfair practices
 10 in home equity lending, as the rules contained in Section 32 Regulation Z, and,
 11 Real Estate Settlement Procedures Act (RESPA) passed by Congress in 1974,
 12 codified in Title 12, Chapter 27 of the United States Code 12 U.S.C. paragraph
 13 2601 – 2617. All Defendant knew or must have known that pursuant to mortgage
 14 loan records indicated, that above named violations were committed, especially
 15 using "Document Factories" to draw, sign, notarize instruments with individuals
 16 that had no authorization from MERS, Inc. and/or Merscorp, Inc. to execute sign
 17 as a Officer of MERS, Inc

- 18
 19 5. This Action is a separate action under the Fraud and False Claim Statute. It is not
 20 intended to relitigate pending state and bankruptcy actions, therefore the Rooker
 21 Feldman doctrine does not apply neither for 18 U.S.C. Chapter 25; 18 U.S.C.
 22 paragraph 473; 31 U.S.C. paragraph 3729 or 15 U.S.C. Paragraph 1601 et seq.

23 24 **Introduction and Facts**

- 25
 26 6. The above named Plaintiffs are specifically the types of people that the
 27 federal government's foreclosure prevention program was intended to help. All
 28 had good jobs, the majority became unemployed during the financial crisis,

1 some were stricken with illness, victims of accidents or were parties in a
 2 divorce. All became unable to meet their mortgage payments because of the
 3 aforementioned and difficulty, in some cases, from their inability to collect
 4 rents from their tenants (a majority) as a result of hardships related to the
 5 financial crisis.

6 All of the above, the Plaintiffs signed Mortgage Contract documents that
 7 were, presumably created by Fannie Mae/Freddie Mac, which were
 8 universally
 9 used and were the industry standard.

10 7. A closer review of these documents reveals that they were modified from
 11 the original Fannie Mae/Freddie Mac version, wherein, an additional party of
 12 interest was added to the Original Lender, as an Additional Mortgagee,
 13 namely MERS with an address in Flint Michigan. The altered versions
 14 verbiage is as follows:" Mortgage Electronic Registration Systems, Inc. MERS
 15 is a separate corporation that Borrower is the mortgagor under this Security
 16 Instrument (C) "MERS" is acting solely as a nominee for Lender and
 17 Lender's successors and assigns. MERS is the Mortgagee under this Security
 18 Instrument. MERS is organized and existing under the laws of Delaware and
 19 has an address and telephone number of P.O. Box2026, Flint, MI 48501-
 20 2026, tel. (888)-679-MERS".

21
 22 8. In contradiction, the original Fannie Mae/Freddie Mac version as follows:

23
 24 "(C) Lender is _____. Lender is a _____ organized and existing
 25 under the laws of _____. Lender's address is _____
 26 Lender is the mortgagee under this Security Instrument."
 27
 28

1 All Fannie Mae/Freddie Mac Forms, from and for the States of Alabama
2 to the state of Washington, used Forms 3001 through 3051, a
3 representation of the original version, without any concealments
4 regarding contractual changes or add-on's and show, correctly, that only
5 one Lender exists.

6 By reviewing the version in which MERS becomes an Additional
7

8 Party of Interest in the loan, property and contract, the authors of these
9 instruments deliberately added a second Lender to the Mortgage Security
10 Contract, knowing all well, there cannot be two Lenders on the same loan.
11 Further, they knew or must have known that the Mortgagee is the Lender
12 and by definition, including legal, the Mortgagee and the Lender are the same.
13 Millions of American borrowers were tricked and thereby defrauded by the
14 concealment of the altered verbiage, resulting in nightmares regarding the
15 necessity for borrowers, in a foreclosure or sale, to have a clean clear Title,
16 from the Originator to the actual holder of the Note and Mortgage (in most
17 cases the Original Note was lost or destroyed). Investigations
18 revealed that the real reason for having MERS as a Mortgagee or Payee was to
19 facilitate a return conduit for an investor. The Loss Payee/Mortgagee
20 functioned as a receiver, Beneficiary for **Insurance Payouts** for non-
21 performing mortgages. MERS, automatically, as the Mortgagee, became a
22 **beneficiary** for any insurance payouts. Exposing the concealed, real function
23 of MERS, was to become a Nominee for the Lender. However, the Lender
24 never authorized MERS as its nominee, because within the mortgage
25 documents, the Borrower and executor of the Mortgage Instruments
26 nominated MERS as a Nominee and Mortgagee, when in reality MERS should
27
28

1 have, according to contractual law, received their authority from the Lender,
2 in order to become the Nominee.

3 "MERS as a Corporation is an entity that tracks mortgages for Lender members
4 to create a National Mortgage Data Base for parties involved in mortgages",
5 **However**, the entity never loaned money, therefore, it is not the Real Party of
6 Interest in a Loan. Because of the shoddy concealment and document
7 alterations of facts relating to the identity of the Mortgagee's, Lenders and
8 Assignees and Nominees, all Plaintiffs have suffered damages by being
9 illegally foreclosed upon, directly or indirectly, in the name of MERS as a
10 Nominee, used, in order to transfer Notes and Mortgages from the Originator,
11 to the actual holders of Notes and Mortgages, when in fact required
12 documentation of the paperwork was missing, and **Robo-Signers** were used to
13 authenticate and transfer the Notes and Mortgages. Greed and
14 Expedience, using fraudulent methods to deprived borrowers of their right to
15 Due Process.

- 16
17 9. Further, this is an action for putative and other damages created knowingly and
18 intentionally by all Defendants to Plaintiff and Borrower, which on September 28,
19 2006 executed an Adjustable Rate Note and Mortgage in the amount of \$ 631,400
20 in favor of Coast Mortgage Corporation, today a defunct corporation, which
21 transferred the Adjustable Rate Note by virtue of an suspicious Allonge
22 instrument to IMPAC Funding Corporation the **Master Servicer** for Trusts as
23 IMPAC Secured Assets Corporation as the **Depositor** for the Mortgage Pass-
24 Through Certificates, Series 2006-4 and Deutsche Bank National Trust Company
25 as the **Trustee**. The Depositor pursuant to the Pooling and Servicing Agreement
26 (PSA) dated November 1, 2006 had two choices to deposit the Asset (note,
27 mortgage, assignments and other documents) into the trust account by an
28

1 Endorsement in “blank” or naming the name of the Endorsee. The Trust Closing
2 Date was on November 16, 2006. The Depositor choose to issue an Endorsement
3 in “blank”, while the Mortgage was assigned by Kimberly Dawson (1st Vice
4 President) and Keri Selman (Assistant Vice President) on February 26, 2009 to
5 Deutsche Bank National Trust Company as Trustee under the Pooling and
6 Servicing Agreement (PSA) to IMPAC Secured Assets Corporation, Mortgage
7 Pass-Through Certificates, Series 2006-4 by MERS, which was nominated as a
8 nominee and mortgagee for the original lender pursuant to the mortgage contract.
9 Reviews of this Assignment Instrument leads to robo signing and falsification of
10 documents and notary violations. Reviews of the instrument indicates similarities
11 with other executed documents and a Deposition of Renee D. Hertzler, a witness
12 in a bankruptcy adversary action in the US Bankruptcy Court, District of
13 Massachusetts Case No. 09-4122, in which the witness stated (Exhibit 2B) [page
14 17, Line 3 to 9]: “Q. The document that is marked as 2B, “Corporate Resolution,”
15 is the document you were just referring to? A. Yes. Q. And does Kimberly
16 Dawson’s name appear anywhere on that document? A. No.” and [page 16, Line
17 4 to 12]: “Q. Are you prepared to testify today concerning her authority to execute
18 this assignment? A. Yes. Q. And what is it you know about her authority
19 (Kimberly Dawson) to execute the assignment? A. I know she has a resolution for
20 MERS. Q. And what the does the resolution say? A. It indicates that she has the
21 ability to act on their behalf.”

22
23 10. Ms. Hertzler as Kimberly Dawson and Keri Selman and the notary Ms. Melissa
24 Flanagan and others were working in a “Instrument Factory” and are employees of
25 BAC Home Loans Services, LLC., a subsidiary and owned by Bank of America,
26 N.A., which were executing Assignment Documents and other Instruments for the
27 Banking Industry. The Statements of Ms. Hertzler indicates clearly, that Ms.
28 Kimberly Dawson and Keri Selman had no “Power of Attorney” from MERS, Inc.

or MERSCORP Holdings, Inc. and therefore, acted maliciously and fraudulently with executing instruments for MERS, Inc. or MERSCORP, Inc.

11. Further, the notary, Ms. Melissa Flanagan acted also negligent by not be present at the time the signatures of Ms. Keri Selman and Ms. Kimberly Dawson was made or executed. In addition, the notary had its obligations to verify the signer's corporate titles and their authorizations to execute documents.

12. The PSA under II. 2.1 states clearly that: “

ARTICLE II

CONVEYANCE OF MORTGAGE LOANS; ORIGINAL ISSUANCE OF CERTIFICATES

Section 2.01. Conveyance of Mortgage Loans.

The Depositor, **as of the Closing Date**, and concurrently with the execution and delivery hereof, does hereby assign, transfer, sell, set over and otherwise convey to the Trustee without recourse all the right, title and interest of the Depositor in and to the Mortgage Loans identified on the Mortgage Loan Schedule (exclusive of any late payment charges received thereon) and all other assets included or to be included in the Trust Fund for the benefit of the Certificateholders, including the amount to be deposited by or on behalf of the Depositor into the Net WAC Shortfall Reserve Fund. Such assignment includes all principal and interest received by the Master Servicer on or with respect to the Mortgage Loans (other than payment of principal and interest due on or before the Cut-off Date) November 2, 2006.”

13. The PSA states also that: “

In connection with such transfer and assignment, the Depositor has caused the Sponsor to deliver to, and deposit with the Custodian, as described in the

1 Mortgage Loan Purchase Agreement, with respect to each Mortgage Loan, the
2 following documents or instruments:

3
4 (i) the original Mortgage Note endorsed without recourse, "Deutsche Bank
5 National Trust Company, as trustee under the Pooling and Servicing Agreement
6 relating to Impac Secured Assets Corp., Mortgage Pass-Through Certificates,
7 Series 2006-4" with all intervening endorsements showing an unbroken chain of
8 endorsements from the originator to the Person endorsing it to the Trustee or,
9 with respect to any Mortgage Loan as to which the original Mortgage Note has
10 been permanently lost or destroyed and has not been replaced, a Lost Note
11 Affidavit;

12
13 (ii) the original recorded Mortgage, noting the presence of the MIN of the
14 Mortgage Loan and language indicating that the Mortgage Loan is a MOM Loan
15 if the Mortgage Loan is a MOM Loan, with evidence of recording indicated
16 thereon or, if the original Mortgage has not been returned from the public
17 recording office, a copy of the Mortgage certified by the Sponsor or the public
18 recording office in which such Mortgage has been recorded to be a true and
19 complete copy of the original Mortgage submitted for recording;

20
21 (iii) unless the Mortgage Loan is registered on the MERS® System, a duly
22 executed original Assignment of the Mortgage, without recourse, in recordable
23 form to Deutsche Bank National Trust Company, as trustee," or to "Deutsche
24 Bank National Trust Company, as trustee for holders of Impac Secured Assets
25 Corp., Mortgage Pass-Through Certificates, Series 2006-4";
26
27
28

1 (iv) the original recorded Assignment or Assignments of the Mortgage showing
2 an unbroken chain of assignment from the originator thereof to the Person
3 assigning it to the Trustee (or to MERS, if the Mortgage Loan is registered on the
4 MERS® System and noting the presence of a MIN) or, if any such Assignment
5 has not been returned from the applicable public recording office, a copy of such
6 Assignment certified by the Sponsor to be a true and complete copy of the
7 original Assignment submitted to the title insurance company for recording;
8

9 (v) the original title insurance policy, or, if such policy has not been issued, any
10 one of an original or a copy of the preliminary title report, title binder or title
11 commitment on the Mortgaged Property with the original policy of the insurance
12 to be delivered promptly following the receipt thereof;
13

14 (vi) a copy of the related hazard insurance policy; and
15

16 (vii) a true and correct copy of any assumption, modification, consolidation or
17 substitution agreement.”
18

19 **14.** In this matter the Assignment Instrument is Null and Void ab initio because the
20 two signers specifically Ms. Kimberly Dawson had no authority to sign
21 instruments for MERS, Inc. or MERSCORP Holdings, Inc. The Individuals under
22 Bank of America, N.A. supervision maintained a “Document Factory”, where they
23 signed or executed without verifications or personal knowledge monthly 8000 +
24 instruments (robo signing). Moreover, Ms. Kimberly Dawson knew or must have
25 known that she was not named on or about February 26, 2009 on the MERS
26 Corporate Resolution and therefore, had no “Power of Attorney” from MERS, Inc.
27 and MERSCORP Holdings, Inc. to sign and execute documents.
28

1 15. Further, pursuant to MERS, Inc. data for this loan is named Bank of America,
2 N.A. as the Servicer with an address at 7105 Corporate Drive, STOP PTX- C-35,
3 Plano Texas, 75024, where those above named Individuals were working and
4 IMPAC Mortgage Holdings, Inc. as the real Party of Interest and Investor. The
5 MERS, Inc. record is different than the ones from the Assignment and Lis
6 Pendens or state court records. Therefore, there is a broken chain of transfer from
7 the originator to the actual holder or owner. The MERS, Inc. record indicates only
8 Bank of America, N.A. as the servicer and IMPAC Mortgage Holdings, Inc. as the
9 Investor. It does not mention anything regarding Deutsche Bank National Trust
10 Company as the Trustee and IMPAC Secured Assets Corporation, Mortgage Pass-
11 Through Certificates, Series 2006-4. Therefore, the Trust by its Trustee and
12 Depositor cannot rely on MERS Inc. data as substitute for the assignment
13 instrument. Moreover, the assignment instrument is intentionally, fraudulently
14 spoliated by the notary and the two unauthorized signers, then further, the
15 assignment was executed on February 26, 2009 about two year and a half after the
16 trust cut- off date (11/2/2006) and closing date (11/16/2006), in violation of the
17 Pooling and Servicing Agreement and in violation of IRS laws and rules.

18 16. In addition to all above the alleged Trust through its Trustee Deutsche Bank
19 National Trust Company filed a foreclosure suit in Superior Court of New Jersey,
20 Chancery Division, Case Number F-039480-15. This case is not terminated. To
21 this date this case is stayed, pending a chapter 13 petition filed in the US
22 Bankruptcy Court, District of New Jersey, Case No. 18-13354. Further, the
23 Plaintiff's name in the state foreclosure action and the one on the Proof of Claim
24 is not the same.

25 17. The Defendants lacked standing to sue in state court, because the Plaintiffs name
26 is not the same as on the Proof of Claim filed in US Bankruptcy Court, District of
27 New Jersey. The same applies regarding to the filing of the Proof of Claim and
28

1 Objection to the Chapter 13 Plan. Moreover, MERS, Inc. records indicates another
2 real party of interest in this loan as IMPAC Mortgage Holdings, Inc. not the Trust
3 or Deutsche Bank National Trust Company as the Trustee. In addition, pursuant to
4 the PSA, IMPAC Secured Assets Corporation is the Depositor to themselves to
5 the Pass-Through Certificates, Series 2006-4. This represents clearly a conflict of
6 interest issue.

7 **18.** Stern Lavinthal & Frankenberg, LLC., formerly known as Stern Lavinthal
8 Frankenberg & Norgaard, LLC. were the attorney's involved with the drafting of
9 the fraudulent defective assignment document and they must have known or knew
10 already in the previous dismissed foreclosure filings that the title has a broken
11 chain of transfers. In fact, they applied some corrections. Moreover, the attorneys
12 did not notice, that the executors and signers of the assignment did not have
13 authorization to sign the instrument.

14 **19.** Stern Eisenberg, LLC., were the attorneys in the latest foreclosure actions failing
15 to verify properly the debt pursuant to the FDCPA Rules and New Jersey Court
16 Rules and failing that the secured creditor's supporting paperwork were correct
17 before filing the foreclosure action Case No. F-13354-15. The state's foreclosure
18 proceeding is stay-ed and the alleged Plaintiff is not in possession of a Final
19 Judgment. Moreover, the attorneys did not notice, that the executors and signers of
20 the assignment did not have authorization to sign the instrument.

21 **20.** Frenkel Lambert Weiss Weisman & Gordon, LLP. Are the attorney's which filed
22 without verifications of the supporting documents a Proof of Claim in which the
23 secured creditors name is not the same as used in the states foreclosure actions and
24 other official instruments. Moreover, the attorneys did not notice, that the
25 executors and signers of the assignment did not have authorization to sign the
26 instrument.
27
28

- 1 21. Bank of America, N.A. through the manager of BAC GP, LLC. and BAC Home
2 Loans Servicing, L.P. failed to supervise the operations of loan and other
3 documents and aided individuals to create a "Document Factory", where
4 fraudulent defective and questionable instruments were executed. Further they
5 failed to comply with a Consent Order regarding the execution of instruments as
6 well as take preventive measures regarding notary violations and signers, which
7 are not authorized to execute and sign instruments for MERS, Inc. and
8 MERSCORP Holdings, Inc.
- 9 22. Further, there is the Appearance that those signers Ms. Keri Selman, Kimberly
10 Dawson, Azfar Siddiqui, Patricia A. Singletary, Debbie L. Day, Regina
11 MCaninch, Rita Pesina, Melissa Flanagan, Kelly K. Loomis, Liliana Morcan,
12 McCall Bachman, Sophia L. Cummings, and others were not authorized to
13 execute assignment in the name of Bank of America, N.A before March 2, 2010 or
14 MERS, Inc. and MERSCORP Holdings, Inc.
- 15 23. Deutsche Bank National Trust Company as trustee under the Pooling and
16 Servicing Agreement relating to IMPAC Secured Assets Corporation and its trust
17 Mortgage Pass-Through Certificates, Series 2006-4 failed to verify, supervise or
18 control the operations of the Depositor, Servicer and further, prevent the deposit of
19 an asset that does not qualify the criteria of Rule 2.1 of the PSA. The Trustee
20 failed also in giving correct true statements to the Internal Revenue Services
21 regarding the asset in the account or on hold for more than 10 years without
22 paying any taxes to the US Government.
- 23 24. Deutsche Bank Aktiengesellschaft failed properly to supervise the US operations
24 of Deutsche Bank National Trust Company and their failure as Trustee for trust
25 accounts to abide by the law and the rules of the PSA.
- 26 25. This action is brought under the Federal Statute of the False Claims Act, 31 U.S.C.
27 paragraph 3729, because the trust, trustee, Master Servicer, Servicer of this loan
28

1 are not paying taxes for defective assets on hold in trust accounts and under 18
2 U.S.C. Chapter 25, 18 U.S.C. paragraph 473, because of the unauthorized
3 execution and signatures of transfer and other instruments.

4 26.MERS, Inc. failed to properly supervise the operations of document/instrument
5 execution and permitting unauthorized fraudulent forgeries through robo signers
6 and individuals acting as officers of MERS in the Offices of Bank of America,
7 N.A. and BAC GP, LLC. and BAC Home loan Services, LLC at 7105 Corporate
8 Drive, STOP PTX-C-35, Plano, Texas, 75024 and using the location as a
9 "Document/Instrument Factory".

10 27.MERSCORP Holdings, Inc. failed to supervise and control the operations of
11 MERS, Inc., which failed to properly supervise the operations of
12 document/instrument execution and permitting unauthorized fraudulent forgeries
13 through robo signers and individuals acting as officers of MERS in the Offices of
14 Bank of America, N.A. and BAC GP, LLC. and BAC Home loan Services, LLC at
15 7105 Corporate Drive, STOP PTX-C-35, Plano, Texas, 75024 and using the
16 location as a "Document/Instrument Factory".

17 28.IMPAC Funding Corporation failed pursuant to the PSA and US Tax Code as
18 Servicer to keep a correct and true accounting of this asset, which was and is never
19 a part of asset of this trust. Moreover, another entity claimed also (SPS) to be the
20 Servicer of this asset/loan. Further, the servicer failed to recognize the
21 unauthorized signatures of Kimberly Dawson and Keri Selman on the assignment
22 instrument dated February 26, 2009.

23
24 29.On September 28, 2006, Gordon Lawson executed and signed an Adjustable Rate
25 Note in the amount of \$ 631,400 in favor of Coast Mortgage Corporation. The
26 Note bears the loan number 05470301 and the MERS Identification Number
27 (MIN) 100399901000095360. **Exhibit A**
28

1 30. Because of different Staples and other Marks on the Allonge Instrument vs. the
2 Adjustable Rate Note Instrument indicates, that the Allonge Instrument was added
3 after the execution of the Adjustable Rate Note. The Allonge fails to have
4 Endorsement Dates. It shows that the Instrument was transferred or deposited with
5 the Servicer IMPAC Funding Corporation instead of the Depositor IMPAC
6 Secured Assets Corporation. It is evident that the asset was sitting with the
7 Servicer. **Exhibit B**

8 31. On September 28, 2006, Gordon Lawson executed and signed a Mortgage in the
9 amount of \$ 631,400 in favor of Coast Mortgage Corporation. The Mortgage bears
10 the loan number 05470301 and the MERS Identification Number (MIN)
11 100399901000095360. **Exhibit C**

12 32. Pursuant to MERS records, indicates that the Servicer for the Loan is Bank of
13 America, N.A. and the real party of interest and Investor is IMPAC Mortgage
14 Holdings, Inc. **Exhibit D**

15 33. On February 26, 2009 was executed an Assignment of Mortgage and signed by
16 Keri Selman and Kimberly Dawson for Mortgage Electronic Systems, Inc. The
17 Instrument was notarized by Melissa Planagan. **Exhibit E**

18 34. The PSA states clearly that the Cut-Off Date is November 1, 2006; the Closing
19 Date November 16, 2006 and further, it states under II 2.1 the requirements for
20 assets being considered an asset of the trust as also to the fact that the delivery of
21 the assets must be made on the Closing Date. **Exhibit F**

22 35. On the 19th of February 2010 was deposed Renee D. Hertzler a co-employee of
23 Ms. Kimberly Dawson and Keri Selman. She testified regarding a corporate
24 resolution from MERS, Inc./MERSCORP Holdings, Inc. and admitted under oath,
25 that Ms. Kimberly Dawson had no authorization from MERS, Inc. or
26 MERSCORP Holdings, Inc. to sign corporate documents as an officer, therefore
27 the Assignment signed by Kimberly Dawson is Null and Void. **Exhibit G**
28

1 36. Further, Ms. Kimberly Dawson, Keri Selman, Renee Hertzler had only since
2 March 2, 2010 the authorization from Bank of America, N.A. to sign official
3 instruments for the corporation. This leads to believe that thousands of documents
4 were executed illegally at that location even for Bank of America, N.A. They
5 maintained a "Document/Instrument Factory". **Exhibit H**

6 37. A series of instruments executed and signed by Ms. Kimberly Dawson and others
7 indicates fraudulent activities forging falsifying and spoiling instruments.

8 **Exhibit I**

9 38. Several Documents indicates that the Trust/Secured Creditor changed his name or
10 wordings, which leads to belief of different entities. **Exhibit J**

11
12 **Relief**

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14
15 Plaintiff herein beliefs, that all Defendants with intent pushed the matters quickly
16 through state foreclosure court and in the Plaintiffs Bankruptcy Case with false
17 forged supporting documents and documents indicating different names of the real
18 party of interest in this loan. Defendants collectively created irreparable harm and
19 damages in the amount of \$ 2,500,000

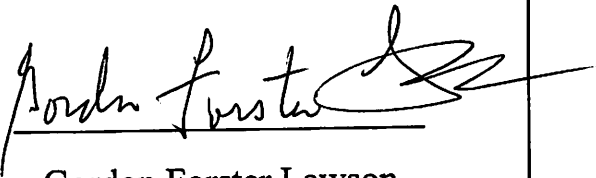
20 **Certification of Closing**

21 Under Federal Rule of Civil Procedures 11, by signing below, I certify to the best of
22 my knowledge, information, and belief that this complaint: (1) is not being presented
23 for an improper purpose, such as to harass, cause unnecessary delay, or needlessly
24 increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous
25 argument for extending, modifying, or reversing existing law; (3) the factual
26 contentions have evidentiary support or, if specifically so identified, will likely have
27 evidentiary support after a reasonable opportunity for further investigation or
28

1 discovery; and (4) the complaint otherwise complies with the requirements of Rule
2 11.

3 I agree to provide the Clerk's Office with any changes to my address where case-
4 related papers may be served. I understand that my failure to keep a current address
5 on file with the Clerk's Office may result in the dismissal of my case.
6

7 Dated: June 21, 2018
8

9 
10

11 Gordon Forster Lawson
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria DIVISION

Gordon Forster Lawson

Plaintiff(s),

v.

Civil Action Number: 1-18-cv-640

Merscorp Holdings, Inc., et al

Defendant(s).

LOCAL RULE 83.1(M) CERTIFICATION

I declare under penalty of perjury that:

No attorney has prepared, or assisted in the preparation of Amended Complaint.
(Title of Document)

Gordon Forster Lawson
Name of *Pro Se* Party (Print or Type)

Gordon Forster Lawson
Signature of *Pro Se* Party

Executed on: June 21, 2018 (Date)

OR

The following attorney(s) prepared or assisted me in preparation of _____.
(Title of Document)

(Name of Attorney)

(Address of Attorney)

(Telephone Number of Attorney)
Prepared, or assisted in the preparation of, this document

(Name of *Pro Se* Party (Print or Type)

Signature of *Pro Se* Party

Executed on: _____ (Date)